

GEORGE BEAN LAW

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Attorney for Plaintiff, Anthony Durney

UNITED STATES DISTRICT COURT
CALIFORNIA CENTRAL DISTRICT

ANTHONY DURNEY, an
individual,

Plaintiff,

v.

AECOM TECHNICAL
SERVICES, INC., a California
corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

**VIOLATION OF THE FAIR
LABOR STANDARDS ACT**

Comes now Plaintiff Anthony Durney who states, alleges, and prays for relief
under the Fair Labor Standards Act as follows:

I. PARTIES

1. PLAINTIFF ANTHONY DURNEY (“Plaintiff” or “Durney”) is, and at all times relevant hereto, was an individual residing in and performing employee services for Defendants in the State of California.

2. DEFENDANT AECOM TECHNICAL SERVICES, INC. (“AECOM” or “Defendants”) is, and at all times relevant hereto, was a California corporation, registered in the State of California, authorized to do business in the State of California with its principal place of business in the County of Los Angeles.

3. Plaintiff does not presently know the true names and capacities of defendants named as DOES 1 THROUGH 10, INCLUSIVE. Plaintiff will amend this Complaint setting forth the true names and capacities of these defendants when they are ascertained. Plaintiff is informed and believes and, on that basis alleges, that each of the fictitious defendants has participated in the acts alleged in this Complaint to have been done by the named defendants.

4. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint-venturer, partner, and/or employee of every other defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership, employment and/or joint-employment, with the knowledge and/or consent of their co-defendants, and each of them. Plaintiff is informed and believes that each defendant has authorized and/or ratified the wrongful activities of each of the remaining co-defendants.

1 **II. JURISDICTION AND VENUE**

2 5. This Court has jurisdiction over this action pursuant to 28 U.S.C § 1331
3 and 29 U.S.C. § 216(b).

4 6. Venue is proper in this District, pursuant to 28 U.S.C. § 1391, because
5 Defendant corporation resides in this District by having its principal place of
6 business in Los Angeles County.

7 **III. NATURE OF THE CASE**

8 7. This is an action brought pursuant to U.S.C. Title 29, known as the Fair
9 Labor Standards Act of 1938 (“FLSA”).

10 8. Plaintiff seeks damages for unpaid overtime wages, liquidated
11 damages, attorney’s fees, costs and interest on the unpaid wages.

12 **IV. STATEMENT OF FACTS**

13 9. Mr. Durney began working for AECOM as MEP Systems QA
14 Inspector, pursuant to an offer letter dated October 11, 2018.

15 10. He was hired to work on the San Francisco Municipal Transportation
16 Agency Central Subway Project, a public works project.

17 11. Although his offer letter stated that he was a “full-time exempt
18 employee” AECOM paid Mr. Durney by the hour.

19 12. Mr. Durney’s job duties did not meet the criteria for him to properly be
20 classified as exempt. Beginning with his first paycheck dated November 16, 2018,
21 AECOM paid Mr. Durney an hourly rate, starting at \$62.00, for the hours he worked.

1 13. As revealed by his wage statements, AECOM paid Mr. Durney straight-
2 time/regular rate for the overtime hours he worked, in violation of 29 U.S.C. §
3 207(a)(1).

4 14. Mr. Durney continued to work for AECOM under these same
5 conditions until his separation from employment on or about August 13, 2020.

6 **V. CLAIM FOR RELIEF**

7 15. At all times relevant to this action, Defendants are and were employers
8 under the FLSA, as defined in 29 U.S.C. § 203(d).

9 16. At all times relevant to this action, Plaintiff was engaged in commerce
10 or in the production of goods for commerce under 29 U.S.C. § 207(a)(1).

11 17. Defendants willfully paid Mr. Durney less than the statutorily required
12 pay in violation of 29 U.S.C. § 207(a)(1), which requires an employer to compensate
13 their employees at a rate not less than one and one-half times the regular rate at
14 which they are employed for all hours worked in excess of forty hours (40) per
15 workweek.

16 18. Defendants' willfulness is clearly displayed on Plaintiff's wage
17 statements which all contain a separate line for straight time overtime, delineated as
18 "Overtime St." This pay stub entry, present on all pay stubs where Mr. Durney
19 worked overtime, shows the hours in excess of eighty (80) in a two-week period, but
20 clearly sets the rate at the same rate as the "Regular" pay. Defendants clearly knew
21 that the hours were overtime and blatantly paid for these hours at regular rate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For an award to Plaintiff of unpaid overtime wages in an amount to be proven at trial;
2. For liquidated damages in the amount of unpaid overtime pay;
3. For attorneys' fees and costs of this action under 29 U.S.C. § 216(b);
4. For prejudgment interest and post judgment interest as allowed by law; and
5. Any such other and further relief as this Court may deem appropriate and just.

RESPECTFULLY SUBMITTED.

Date: May 6, 2022

GEORGE BEAN LAW

A handwritten signature in blue ink, appearing to read 'George H. Bean', is written over a horizontal line.

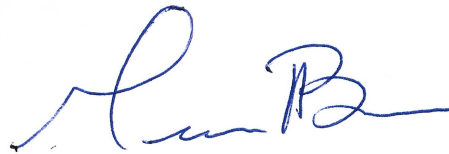
George H. Bean, Attorney for
Plaintiff, Anthony Durney

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of his claims by a jury for this action.

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4 Date: May 6, 2022

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8 George H. Bean, Attorney for
9 Plaintiff, Anthony Durney